



TRAMMELL - GAGNÉ

Terms & Conditions of Sale Agreement 2022

Agreement. These Terms of Sale, together with the order hereby acknowledged (Order), constitute the entire agreement between Buyer (who is identified in the Order) and Seller (Luxury Marketing, Inc. dba: Trammell-Gagné). Provisions in the Order which are contrary to the terms and conditions set forth below are rejected by Seller. Any documents which purport to modify the following terms and conditions must, to be effective, be signed by an officer of Seller.

Cancellation and Changes. Orders cannot be canceled after execution of the order acknowledgement. Should cancellation be necessary and agreed upon by Seller and the vendor, a 50% cancellation fee of purchase order total will apply to all orders for standard product and a 100% cancellation fee will apply to all custom orders. An order will only be modified or changed upon the acceptance of written instructions from the Buyer. Any changes or modifications in the merchandise specification will be subject to the manufacturer's acceptance and additional charges incurred will be the sole responsibility of the Buyer.

Modification. Any modification of the Order must be in writing and must be acknowledged in writing by Seller. Modification of the Order may result in additional charges to be paid by the Buyer.

Delays, Shortages and Unavailability. Seller is not responsible for delays or shortages of labor or materials or for variations of color from samples. Seller is not responsible for lead time, which may change without notice. Lead time does not commence until COM/COL is received and finish is specified. All colors, sizes, quantities, and prices are subject to change and/or discontinuance without notice.

No Representation Warranties. Buyer disclaims and excludes all warranties with respect to the merchandise sold, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Seller, in accepting this acknowledgment of the Order, agrees to the foregoing disclaimer and exclusion of warranties, and acknowledges that Seller has made no representations concerning the merchandise sold. All sales are subject to the manufacturer's terms and conditions of sale.



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Payment. Payment is due upon Buyer's receipt of a final invoice. In the event of a default in payment, Buyer shall be liable for all collection costs incurred by Seller, including, but not limited to, attorneys fees, collection agency fees and related disbursements. In the event payment is not made when due, Buyer shall pay a service charge on past due amounts of 1

½ percent per month or the maximum percentage rate permitted by law. If payment is not made within 90 days of date when due, Seller shall have the right, but not the obligation, to cancel the Order and retain the merchandise sold and deposit paid as liquidated damages.

Delivery/Shipping. All sales are F.O.B. the manufacturer's pick-up facility. Shipment is at Buyer's expense and risk. Buyer waives, as against Seller, all claims for damage to the merchandise sold.

Claims. All claims with respect to damaged merchandise shall be made in writing to the shipper immediately upon discovery. Claims for damage to merchandise do not relieve or defer the obligation of Buyer to pay for the merchandise sold according to the terms of this agreement. All freight claims are the responsibility of the Buyer.

Exclusive Remedy. Buyer's exclusive remedy against Seller arising out of any breach of this agreement is limited to the repair or replacement of the merchandise sold, or, alternatively, at Seller's election, a refund of the purchase price of such merchandise. Seller shall not be liable to Buyer for any direct, indirect, incidental, special, consequential, or punitive damages resulting from the breach of this agreement. If the Buyer believes this agreement to be breached the Buyer must contact the registered agent of the company immediately and allow 30 days to provide a solution.

Indemnity. Buyer shall indemnify and hold Seller harmless against all losses, including but not limited to, property damage, loss of profits or revenues, loss of use of property, personal or bodily injury or death, in any way arising from or related to the merchandise sold. Buyer's indemnification obligation applies whether Buyer was negligent, whether Seller was negligent, whether any third party was negligent or whether Buyer, Seller or any third party were negligent in combination.

Arbitration. All disputes between Buyer and Seller shall be determined exclusively by binding arbitration in Seattle, Washington under the rules of the American Arbitration Association applicable to such disputes.



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Attorney's Fees. The prevailing party in any arbitration or other proceedings related to or arising out of this agreement shall be entitled to recover reasonable attorney's fees and costs.

Governing Law. This agreement shall be governed by the laws of the State of Washington, regardless of where this agreement is executed or is to be performed.

Disclaimer. It is the responsibility of the Buyer to provide fabric or leather cuttings to their workrooms. Textile and leather manufacturers will only replace incorrectly shipped goods that are in pristine condition and meet their terms and conditions for returns. When cut or otherwise compromised, even though it may have been wrongly shipped, neither the seller nor the fabric manufacturer will be liable for replacement. It is IMPERATIVE that the workroom does not cut any fabrics until they have been verified by the Buyer.